

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 10**

FLOYD COUNTY PRODUCTIONS

and

Case 10-CA-275783

**COMMUNICATIONS WORKERS OF AMERICA,
AFL-CIO, CLC**

COMPLAINT AND NOTICE OF HEARING

This Complaint and Notice of Hearing is based on a charge filed by the Communications Workers of America, AFL-CIO, CLC (the Union). It is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges that Floyd County Productions (Respondent) has violated the Act as described below.

1.

(a) The charge in this proceeding was filed by the Union on April 16, 2021, and a copy was served on Respondent by U.S. mail on April 19, 2021.

(b) The first amended charge in this proceeding was filed by the Union on July 29, 2021, and a copy was served on Respondent by U.S. mail on July 30, 2021.

2.

(a) At all material times, Respondent, a Georgia Corporation, has been engaged in animation production with a headquarters and place of business in Atlanta, Georgia.

(b) During the past twelve months, Respondent, in conducting its operations described above in paragraph 2(a), purchased and received at its Atlanta, Georgia, facility goods valued in excess of \$50,000 directly from points outside the State of Georgia.

(c) At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

3.

At all material times, the Union has been a labor organization within the meaning of §2(5) of the Act.

4.

At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

- (a) (b) (6), (b) (7)(C)
- (b)

5.

(a) About April 19, 2021, Respondent promulgated and since then has maintained a social media acceptable use policy that states that employees are not permitted to post statements that can be perceived as damaging or disparaging to Respondent.

(b) About April 19, 2021, Respondent promulgated and since then has maintained a social media acceptable use policy that informed employees that they could share nothing about Respondent's internal policies and procedures.

6.

By the conduct described above in paragraph 5, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this office on or before Monday, August 16, 2021, or postmarked on or before, August 15, 2021.** Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the

required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **Monday, September 27, 2021 at 10:00 a.m. by videoconference with arrangements to be determined**, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: August 2, 2021



A handwritten signature in black ink, appearing to read "L. Henderson", with a long horizontal line extending to the right.

**LISA Y. HENDERSON
ACTING REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 10
401 W Peachtree Street, NE, Suite 2201
Atlanta, Georgia 30308**

Attachments

**UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD**

In re: Floyd County Productions, Inc. and The Communications Workers of America, AFL-CIO, CLC	Charge No. 10-CA-275783
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ANSWER TO COMPLAINT

Pursuant to NLRB Rules 102.20 and 102.21, Floyd County Productions, Inc. (“Floyd County”) answers the Complaint and Notice of Hearing (the “Complaint”) as follows:

1.

(a) Floyd County admits the Communications Workers of America, AFL-CIO (the “Union”) filed a charge in this proceeding on April 16, 2021, but denies the allegations contained in the charge and specifically denies that it engaged in any activity that would amount to an unfair labor practice. Floyd County is without sufficient knowledge or information to admit or deny when the Union mailed the charge, but admits to receiving a copy of same.

(b) Floyd County admits the Union filed a first amended charge in this proceeding on July 30, 2021, but denies the allegations contained in the first amended charge and specifically denies that it engaged in any activity that would amount to an unfair labor practice. Floyd County is without sufficient knowledge or information to admit or deny when the Union mailed the amended charge, but admits to receiving a copy of same.

2.

- (a) Floyd County admits Paragraph 2(a) of the Complaint.
- (b) Floyd County admits Paragraph 2(b) of the Complaint.
- (c) Paragraph 2(c) is a legal conclusion to which no response is necessary. To the extent a response is required, Floyd County does not deny applicability of the National Labor Relations Act (“NLRA”).

3.

Paragraph 3 is a legal conclusion to which no response is necessary. To the extent a response is required, Floyd County admits the Union is a Labor Organization under the NLRA.

4.

Paragraph 4 is a legal conclusion to which no response is necessary. To the extent a response is required, Floyd County admits that (b) (6), (b) (7)(C) job title is (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) title is (b) (6), (b) (7)(C).

5.

- (a) Floyd County denies the allegations contained in Paragraph 5(a) of the Complaint.
- (b) Floyd County denies the allegations contained in Paragraph 5(b) of the Complaint.

6.

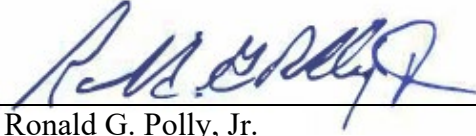
Floyd County denies the allegations contained in Paragraph 6 of the Complaint.

7.

Floyd County denies the allegations contained in Paragraph 7 of the Complaint.

Submitted this 16th day of August, 2021.

HAWKINS PARNELL & YOUNG, LLP

A handwritten signature in blue ink, appearing to read 'R. G. Polly, Jr.', is positioned above a horizontal line.

Ronald G. Polly, Jr.

rpolly@hpylaw.com

Christine A. Kurke

ckurke@hpylaw.com

303 Peachtree Street, N.E.

Suite 4000

Atlanta, Georgia 30308

404.614.7400

Attorneys for Floyd County Productions

**UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD**

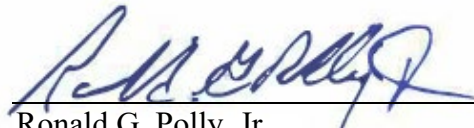
In re: Floyd County Productions, Inc. and The Communications Workers of America, AFL-CIO, CLC	Charge No. 10-CA-275783
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ANSWER TO COMPLAINT

This certifies that, on the date below, the foregoing **ANSWER TO COMPLAINT** was served via U.S. Mail to the following attorneys of record:

Robert M Weaver
Communications Workers of America
4100 Perimeter Park S
Atlanta, GA 30341

This 16th day of August, 2021.



Ronald G. Polly, Jr.

UNITED STATES GOVERNMENT

NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

Floyd County Productions

Case 10-CA-275783

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Centralized Compliance Unit will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in conspicuous locations where notices to employees are customarily posted at the Charged Party's office located at 256 18th Street Northwest, Atlanta, Georgia. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.


EMAILING NOTICE - The Charged Party will email a copy of the signed Notice in English, and in additional languages if the Regional Director decides that it is appropriate, to all employees who work at the facility located at 256 18th Street Northwest, Atlanta, Georgia. The message of the email transmitted with the Notice will state: "We are distributing the Attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 10 of the National Labor Relations Board in Case(s) 10-CA-275783." To document its compliance with this requirement, the Charged Party will e-file a copy of its distribution email, with all of the recipients' email addresses visible, along with a copy of the attached Notice and a fully completed Certification of Posting form, via the Agency's e-filing portal at www.nlrb.gov.


COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence. By approving this Agreement the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Charged Party withdraws any answer(s) filed in response.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a

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Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Centralized Compliance Unit at complianceunit@nlrb.gov to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes RGPPH Initials No _____ Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the complaint previously issued on August 2, 2021 in the instant case(s).

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Centralized Compliance Unit in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party	Charging Party
Floyd County Productions	Communications Workers of America
By: Name and Title Date	By: Name and Title Date
(b) (6), (b) (7)(C) 10/01/2021	[Signature] 01-7-21
Print Name and Title below	Print Name and Title below
(b) (6), (b) (7)(C)	ROBERT M. WEAVER CWA DISTRICT 3 COUNSEL

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Recommended By:

Date 10/4/21

Approved By:

Date

10/12/2021

LAURA EVINS

Field Attorney, Region 10



LISA Y. HENDERSON

Regional Director, Region 10

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(To be printed and posted on official Board notice form)

THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT interfere with, restrain, or coerce you in the exercise of the above rights.

YOU HAVE THE RIGHT to discuss wages, hours, and working conditions with other employees and **WE WILL NOT** do anything to interfere with your exercise of that right.

WE WILL NOT stop you from sharing or discussing our internal policies and procedures applicable to the terms of your employment.

WE WILL NOT stop you from making disparaging comments regarding us on social media.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the National Labor Relations Act.

WE WILL retract the FAQ document issued to employees regarding our Acceptable Use Policy.

Floyd County Productions

(Employer)

Dated: 10/01/2021

By:

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's

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Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us/tty> (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.

401 W. Peachtree Street, NE
Suite 472
Atlanta, GA 30308

Telephone: (404)331-2896

Hours of Operation: 8 a.m. to 4:30 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Centralized Compliance Unit at complianceunit@nrlrb.gov.

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